

DAVID B. ABEL, SBN 156744  
davidabel@abelpatentlaw.com  
LAW OFFICE OF DAVID B. ABEL  
111 N. Sepulveda, Suite 250  
Manhattan Beach, CA 90266  
Telephone: (310) 850-4599

SEVAG DEMIRJIAN, SBN 243656  
sevag@foundationlaw.com  
FOUNDATION LAW GROUP LLP  
4605 Lankershim Blvd., Suite 650  
North Hollywood, CA 91602  
Telephone: (310) 870-3977

Attorneys for Plaintiff  
Monsta Athletics, LLC

Rodger K. Carreyn, SBN 210432  
RCarreyn@perkinscoie.com  
Gabrielle E. Bina (Pro Hac Vice)  
GBina@perkinscoie.com  
Kaitlin Dryden, (Pro Hac Vice)  
KDryden@perkinscoie.com  
PERKINS COIE LLP  
33 E Main St, Ste 201  
Madison, Wisconsin 53703-3095  
Telephone: +1.608.663.7460

Joseph P. Hamilton, SBN 211544  
JHamilton@perkinscoie.com  
PERKINS COIE LLP  
1888 Century Park East, Ste 1700  
Los Angeles, CA 90067-1721  
Telephone: +1.310.788.3271

Attorneys for Defendants  
Easton Diamond Sports, LLC and  
Rawlings Sporting Goods Company,  
Inc.

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

Monsta Athletics, LLC, a California  
Limited Liability Company,

Plaintiff,

v.

Easton Diamond Sports, LLC, a  
Delaware Limited Liability Corporation,  
Rawlings Sporting Goods Company,  
Inc., a Delaware Corporation,

Defendants.

Case No. 5:23-cv-00963-JWH(KK)

~~PROPOSED~~ STIPULATED  
PROTECTIVE ORDER

Complaint Filed: May 26, 2023

1     1.     A.     PURPOSES AND LIMITATIONS

2           Discovery in this action is likely to involve production of confidential,  
3     proprietary, or private information for which special protection from public  
4     disclosure and from use for any purpose other than prosecuting this litigation  
5     may be warranted. Accordingly, the parties hereby stipulate to and petition the  
6     Court to enter the following Stipulated Protective Order. The parties acknowledge  
7     that this Order does not confer blanket protections on all disclosures or responses  
8     to discovery and that the protection it affords from public disclosure and use  
9     extends only to the limited information or items that are entitled to confidential  
10    treatment under the applicable legal principles. The parties further acknowledge, as  
11    set forth in Section 12.3, below, that this Stipulated Protective Order does not  
12    entitle them to file confidential information under seal; Civil Local Rule 79-5 sets  
13    forth the procedures that must be followed and the standards that will be applied  
14    when a party seeks permission from the Court to file material under seal.

15         B.     GOOD CAUSE STATEMENT

16         This action is likely to involve confidential and proprietary materials and  
17    information, including confidential or competitively sensitive business or financial  
18    information, information regarding confidential business practices, or other  
19    confidential research, development, or commercial information (including  
20    information implicating privacy rights of third parties), information otherwise  
21    generally unavailable to the public, or information which may be privileged or  
22    otherwise protected from disclosure under state or federal statutes, court rules, case  
23    decisions, or common law. Accordingly, to expedite the flow of information, to  
24    facilitate the prompt resolution of disputes over confidentiality of discovery  
25    materials, to adequately protect information the parties are entitled to keep  
26    confidential, to ensure that the parties are permitted reasonable necessary uses of such  
27    material in preparation for and in the conduct of trial, to address their handling at the  
28    end of the litigation, and serve the ends of justice, a protective order for such

1 information is justified in this matter. It is the intent of the parties that information  
2 will not be designated as confidential for tactical reasons and that nothing be so  
3 designated without a good faith belief that it has been maintained in a confidential,  
4 non-public manner, and there is good cause why it should not be part of the public  
5 record of this case.

6 2. DEFINITIONS

7 2.1 Action: This pending federal lawsuit entitled *Monsta Athletics, LLC v.*  
8 *Easton Diamond Sports, LLC, and Rawlings Sporting Goods Company, Inc.*, Case  
9 No. 5:23-cv-00963.

10 2.2 Challenging Party: A Party or Non-Party that challenges the designation  
11 of information or items under this Order.

12 2.3 “CONFIDENTIAL” Information or Items: Information (regardless of  
13 how it is generated, stored, or maintained) or tangible things that qualify for  
14 protection under Federal Rule of Civil Procedure 26(c), and as specified above in the  
15 Good Cause Statement.

16 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as  
17 each of their support staff).

18 2.5 Designating Party: A Party or Non-Party that designates information or  
19 items that it produces in disclosures or in responses to discovery as  
20 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL.”

21 2.6 Disclosure or Discovery Material: All items or information, regardless  
22 of the medium or manner in which it is generated, stored, or maintained (including,  
23 among other things, testimony, transcripts, and tangible things), that are produced or  
24 generated in disclosures or responses to discovery in this matter.

25 2.7 Expert: A person with specialized knowledge or experience in a matter  
26 pertinent to the litigation who has been retained by a Party or its counsel to serve as  
27 an expert witness or as a consultant in this Action.

2.8 “HIGHLY CONFIDENTIAL” Information or Items: extremely sensitive “Confidential Information or Items,” disclosure of which to another Party or Non-Party would create a substantial risk of serious harm that could not be avoided by less restrictive means.

2.9 House Counsel: Attorneys who are employees of a party to this Action. House Counsel does not include Outside Counsel of Record or any other outside counsel.

2.10 Non-Party: Any natural person, partnership, corporation, association, or other legal entity not named as a Party to this Action.

2.11 Outside Counsel of Record: Attorneys who are not employees of a party to this Action but are retained to represent or advise a party to this Action and have appeared in this Action on behalf of that party or are affiliated with a law firm that has appeared on behalf of that party, and includes support staff.

2.12 Party: Any party to this Action, including all of its officers, directors, employees, consultants, retained experts, and Outside Counsel of Record (and their support staffs).

2.13 Producing Party: A Party or Non-Party that produces Disclosure or Discovery Material in this Action.

2.14 Professional Vendors: Persons or entities that provide litigation support services (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations, and organizing, storing, or retrieving data in any form or medium) and their employees and subcontractors.

2.15 Protected Material: Any Disclosure or Discovery Material that is designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL.”

2.16 Receiving Party: A Party that receives Disclosure or Discovery Material from a Producing Party.

### 3. SCOPE

The protections conferred by this Stipulation and Order cover not only

1 Protected Material (as defined above), but also (1) any information copied or  
2 extracted from Protected Material; (2) all copies, excerpts, summaries, or  
3 compilations of Protected Material; and (3) any testimony, conversations, or  
4 presentations by Parties or their Counsel that might reveal Protected Material. Any  
5 use of Protected Material at trial shall be governed by the orders of the trial judge.  
6 This Order does not govern the use of Protected Material at trial.

7 4. DURATION

8 Even after final disposition of this litigation, the confidentiality obligations  
9 imposed by this Order shall remain in effect until a Designating Party agrees  
10 otherwise in writing or a court order otherwise directs. Final disposition shall be  
11 deemed to be the later of (1) dismissal of all claims and defenses in this Action, with  
12 or without prejudice; and (2) final judgment herein after the completion and  
13 exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,  
14 including the time limits for filing any motions or applications for extension of time  
15 pursuant to applicable law.

16 5. DESIGNATING PROTECTED MATERIAL

17 5.1 Exercise of Restraint and Care in Designating Material for Protection.

18 Each Party or Non-Party that designates information or items for protection under  
19 this Order must take care to limit any such designation to specific material that  
20 qualifies under the appropriate standards. The Designating Party must designate for  
21 protection only those parts of material, documents, items, or oral or written  
22 communications that qualify – so that other portions of the material, documents,  
23 items, or communications for which protection is not warranted are not swept  
24 unjustifiably within the ambit of this Order.

25 Mass, indiscriminate, or routinized designations are prohibited. Designations  
26 that are shown to be clearly unjustified or that have been made for an improper  
27 purpose (e.g., to unnecessarily encumber or retard the case development process or  
28 to impose unnecessary expenses and burdens on other parties) may expose the

1 Designating Party to sanctions.

2 If it comes to a Designating Party's attention that information or items that it  
3 designated for protection do not qualify for the level of protection initially asserted,  
4 that Designating Party must promptly notify all other parties that it is withdrawing  
5 the inapplicable designation.

6 5.2 Manner and Timing of Designations. Except as otherwise provided in  
7 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise  
8 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection  
9 under this Order must be clearly so designated before the material is disclosed or  
10 produced.

11 Designation in conformity with this Order requires:

12 (a) for information in documentary form (e.g., paper or electronic  
13 documents, but excluding transcripts of depositions or other pretrial or trial  
14 proceedings), that the Producing Party affix the legend "CONFIDENTIAL" or  
15 "HIGHLY CONFIDENTIAL" (or some combination thereof) to all pages of each  
16 document that contains protected material.

17 A Party or Non-Party that makes original documents or materials available for  
18 inspection need not designate them for protection until after the inspecting Party has  
19 indicated which material it would like copied and produced. During the inspection  
20 and before the designation, all of the material made available for inspection shall be  
21 deemed "HIGHLY CONFIDENTIAL." After the inspecting Party has identified the  
22 documents it wants copied and produced, the Producing Party must determine which  
23 documents, or portions thereof, qualify for protection under this Order. Then, before  
24 producing the specified documents or materials, the Producing Party must affix the  
25 appropriate legend ("CONFIDENTIAL" or "HIGHLY CONFIDENTIAL," or some  
26 combination thereof) to each page that contains Protected Material (except that  
27 documents produced in native form (e.g., Excel documents) need not be affixed with  
28 a confidentiality designation).

1 (b) for testimony given in deposition or in other pretrial or trial proceedings,  
2 that the Designating Party identify on the record, within 14 days after the close of the  
3 deposition, hearing, or other proceeding, all protected testimony and specify the level  
4 of protection being asserted.

5 (c) for information produced in some form other than documentary and for  
6 any other tangible items, that the Producing Party affix in a prominent place on the  
7 exterior of the container or containers in which the information or item is stored the  
8 legend “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL” (or some combination  
9 thereof).

10 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent  
11 failure to designate qualified information or items does not, standing alone, waive  
12 the Designating Party’s right to secure protection under this Order for such material.  
13 Upon timely correction of a designation, the Receiving Party must make reasonable  
14 efforts to assure that the material is treated in accordance with the provisions of this  
15 Order. Following a correction of a designation, the Producing Party shall provide re-  
16 labeled copies of the information or items to each Receiving Party reflecting the  
17 change in designation.

18 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

19 6.1 Timing of Challenges. Any Party or Non-Party may challenge a  
20 designation of confidentiality at any time that is consistent with the Court’s  
21 scheduling Order.

22 6.2 Meet and Confer. The Challenging Party shall initiate the dispute  
23 resolution process under Local Rule 37.1 et seq.

24 6.3 The burden of persuasion in any such challenge proceeding shall be on  
25 the Designating Party. Frivolous challenges and those made for an improper purpose  
26 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may  
27 expose the Challenging Party to sanctions. Unless the Designating Party has waived  
28 the confidentiality designation, all parties shall continue to afford the material in



1 question the level of protection to which it is entitled under the Producing Party's  
2 designation until the court rules on the challenge.

3 7. ACCESS TO AND USE OF PROTECTED MATERIAL

4       7.1 Basic Principles. A Receiving Party may use Protected Material that is  
5 disclosed or produced by another Party or by a Non-Party in connection with this  
6 case only for prosecuting, defending, or attempting to settle or otherwise resolve: (1)  
7 this Action or any of the claims and defenses asserted in this Action, including any  
8 related appellate proceeding; and (2) *Easton Diamond Sports, LLC v. Monsta*  
9 *Athletics, LLC* (Case No. 5:21-cv-01626), or any of the claims and defenses asserted  
10 in that action, including any related appellate proceeding. Such Protected Material  
11 may be disclosed only to the categories of persons and under the conditions described  
12 in this Order. When the Action has been terminated, a Receiving Party must comply  
13 with the provisions of section 13 below (FINAL DISPOSITION).

14       Protected Material must be stored and maintained by a Receiving Party at a  
15 location and in a secure manner that ensures that access is limited to the persons  
16 authorized under this Order.

17       7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless  
18 otherwise ordered by the court or permitted in writing by the Designating Party, a  
19 Receiving Party may disclose any information or item designated  
20 "CONFIDENTIAL" only to:

21       (a) the Receiving Party's Outside Counsel of Record in this Action, as well  
22 as employees of said Outside Counsel of Record to whom it is reasonably necessary  
23 to disclose the information for this Action;

24       (b) the officers, directors, and employees (including House Counsel) of the  
25 Receiving Party to whom disclosure is reasonably necessary for this Action;

26       (c) Experts (as defined in this Order) of the Receiving Party to whom  
27 disclosure is reasonably necessary for this Action and who have signed the  
28 "Acknowledgment and Agreement to Be Bound" (Exhibit A);



- 1 (d) the court and its personnel;
- 2 (e) court reporters and their staff;
- 3 (f) professional jury or trial consultants, mock jurors, and Professional
- 4 Vendors to whom disclosure is reasonably necessary for this Action;
- 5 (g) the author or recipient of a document containing the information or a
- 6 custodian or other person who otherwise possessed or knew the information;
- 7 (h) during their depositions, witnesses, and attorneys for witnesses, in the
- 8 Action to whom disclosure is reasonably necessary provided: (1) the deposing party
- 9 requests that the witness sign the “Acknowledgment and Agreement to Be Bound”
- 10 (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the court.
- 11 Pages of transcribed deposition testimony or exhibits to depositions that reveal
- 12 Protected Material must be separately bound by the court reporter and may not be
- 13 disclosed to anyone except as permitted under this Stipulated Protective Order; and
- 14 (i) any mediator or settlement officer, and their supporting personnel,
- 15 mutually agreed upon by any of the parties engaged in settlement discussions.

16 7.3 Disclosure of “HIGHLY CONFIDENTIAL” Information or Items.

17 Unless otherwise ordered by the court or permitted in writing by the Designating

18 Party, a Receiving Party may disclose any information or item designated “HIGHLY

19 CONFIDENTIAL” only to:

- 20 (a) the Receiving Party’s Outside Counsel of Record in this Action, as well
- 21 as employees of said Outside Counsel of Record to whom it is reasonably necessary
- 22 to disclose the information for this Action;
- 23 (b) Experts (as defined by this Order) of the Receiving Party (1) to whom
- 24 disclosure is reasonably necessary for this Action, (2) who have signed the
- 25 “Acknowledgment and Agreement to Be Bound” (Exhibit A), and (3) as to whom
- 26 the procedures set forth in section 7.4, below, have been followed;
- 27 (c) the court and its personnel;
- 28

1 (d) court reporters and their staff, professional jury or trial consultants, and  
2 Professional Vendors to whom disclosure is reasonably necessary for this Action;

3 (e) the author or recipient of a document containing the information or a  
4 custodian or other person who otherwise possessed or knew the information prior to  
5 its production by the Producing Party in this Action or who came into possession of  
6 the information by means other than disclosure by the Receiving Party; and

7 (f) any mediator or settlement officer, and their supporting personnel,  
8 mutually agreed upon by any of the parties engaged in settlement discussions.

9 7.4 Procedures for Approving or Objecting to Disclosure of “HIGHLY  
10 CONFIDENTIAL” Information or Items to Experts.

11 (a) Unless otherwise ordered by the court or agreed to in writing by the  
12 Designating Party, a Party that seeks to disclose to an Expert (as defined in this Order)  
13 any information or item that has been designated “HIGHLY CONFIDENTIAL”  
14 pursuant to section 7.3(b) first must make a written request to the Designating Party  
15 that (1) sets forth the full name of the Expert and the city and state of his or her  
16 primary residence, (2) attaches a copy of the Expert’s current resume, (3) identifies  
17 the Expert’s current employer(s), (4) identifies each person or entity from whom the  
18 Expert has received compensation or funding for work in his or her areas of expertise  
19 or to whom the expert has provided professional services, including in connection  
20 with a litigation, at any time during the preceding five years, and (5) identifies (by  
21 name and number of the case, filing date, and location of court) any litigation in  
22 connection with which the Expert has offered expert testimony, including through a  
23 declaration, report, or testimony at a deposition or trial, during the preceding five  
24 years.

25 (b) A Party that makes a request and provides the information specified in  
26 the preceding respective paragraphs may disclose the designated “HIGHLY  
27 CONFIDENTIAL” Protected Material to the identified Expert unless, within seven  
28 (7) days of delivering the request, the Party receives a written objection from the

1 Designating Party. Any such objection must set forth in detail the grounds on which  
2 it is based.

3 (c) A Party that receives a timely written objection must meet and confer  
4 with the Designating Party (by telephone or in-person) to try to resolve the matter by  
5 agreement within seven (7) days of the written objection. If no agreement is reached,  
6 the Party seeking to make the disclosure to the Expert may file a motion as provided  
7 in Civil Local Rule 7 (and in compliance with Civil Local Rule 79-5, if applicable)  
8 seeking permission from the court to do so. Any such motion must describe the  
9 circumstances with specificity, set forth in detail the reasons why the disclosure to  
10 the Expert is reasonably necessary, assess the risk of harm that the disclosure would  
11 entail, and suggest any additional means that could be used to reduce that risk. In  
12 addition, any such motion must be accompanied by a competent declaration  
13 describing the parties' efforts to resolve the matter by agreement (i.e., the extent and  
14 the content of the meet and confer discussions) and setting forth the reasons advanced  
15 by the Designating Party for its refusal to approve the disclosure.

16 (d) In any such proceeding, the Party opposing disclosure to the Expert shall  
17 bear the burden of proving that the risk of harm that the disclosure would entail  
18 (under the safeguards proposed) outweighs the Receiving Party's need to disclose the  
19 Protected Material to its Expert.

20 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED  
21 IN OTHER LITIGATION

22 If a Party is served with a subpoena or a court order issued in other litigation  
23 that compels disclosure of any information or items designated in this Action as  
24 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL," that Party must:

25 (a) promptly notify in writing the Designating Party. Such notification shall  
26 include a copy of the subpoena or court order;

27 (b) promptly notify in writing the party who caused the subpoena or order  
28 to issue in the other litigation that some or all of the material covered by the subpoena

1 or order is subject to this Protective Order. Such notification shall include a copy of  
 2 this Stipulated Protective Order; and

3 (c) cooperate with respect to all reasonable procedures sought to be pursued  
 4 by the Designating Party whose Protected Material may be affected.

5 (d) If the Designating Party timely seeks a protective order, the Party served  
 6 with the subpoena or court order shall not produce any information designated in this  
 7 Action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL” before a  
 8 determination by the court from which the subpoena or order issued, unless the Party  
 9 has obtained the Designating Party’s permission. The Designating Party shall bear  
 10 the burden and expense of seeking protection in that court of its confidential material  
 11 – and nothing in these provisions should be construed as authorizing or encouraging  
 12 a Receiving Party in this Action to disobey a lawful directive from another court.

13 If the Designating Party timely seeks a protective order, the Party served with  
 14 the subpoena or court order shall not produce any information designated in this  
 15 Action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL” before a  
 16 determination by the court from which the subpoena or order issued, unless the Party  
 17 has obtained the Designating Party’s permission. The Designating Party shall bear  
 18 the burden and expense of seeking protection in that court of its confidential material  
 19 – and nothing in these provisions should be construed as authorizing or encouraging  
 20 a Receiving Party in this Action to disobey a lawful directive from another court.

21 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE  
 22 PRODUCED IN THIS LITIGATION

23 (a) The terms of this Order are applicable to information produced by a  
 24 Non-Party in this Action and designated as “CONFIDENTIAL” or “HIGHLY  
 25 CONFIDENTIAL” (or some combination thereof). Such information produced by  
 26 Non-Parties in connection with this litigation is protected by the remedies and relief  
 27 provided by this Order. Nothing in these provisions should be construed as  
 28 prohibiting a Non-Party from seeking additional protections.

(b) In the event that a Party is required, by a valid discovery request, to produce a Non-Party's confidential information in its possession, and the Party is subject to an agreement with the Non-Party not to produce the Non-Party's confidential information, then the Party shall:

1. promptly notify in writing the Requesting Party and the Non-Party that some or all of the information requested is subject to a confidentiality agreement with a Non-Party;
2. promptly provide the Non-Party with a copy of the Stipulated Protective Order in this litigation, the relevant discovery request(s), and a reasonably specific description of the information requested; and
3. make the information requested available for inspection by the Non-Party.

(c) If the Non-Party fails to object or seek a protective order from this court within 14 days of receiving the notice and accompanying information, the Receiving Party may produce the Non-Party's confidential information responsive to the discovery request. If the Non-Party timely seeks a protective order, the Receiving Party shall not produce any information in its possession or control that is subject to the confidentiality agreement with the Non-Party before a determination by the court. Absent a court order to the contrary, the Non-Party shall bear the burden and expense of seeking protection in this court of its Protected Material.

#### 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstance not authorized under this Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the person or persons to whom unauthorized disclosures were made of all the terms of this Order, and (d) request such person or persons to execute the "Acknowledgment and Agreement to Be Bound" that is attached hereto as Exhibit A.

11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED MATERIAL

When a Producing Party gives notice to Receiving Parties that certain inadvertently produced material is subject to a claim of privilege or other protection, the obligations of the Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure may be established in an e-discovery order that provides for production without prior privilege review. Inadvertent disclosures of material protected by the attorney-client privilege or the work product doctrine shall be handled in accordance with Federal Rule of Evidence 502 and Federal Rule of Civil Procedure 26(b)(5)(B).

12. MISCELLANEOUS

12.1 Right to Further Relief. Nothing in this Order abridges the right of any person to seek its modification by the court in the future.

12.2 Right to Assert Other Objections. By stipulating to the entry of this Protective Order no Party waives any right it otherwise would have to object to disclosing or producing any information or item on any ground not addressed in this Stipulated Protective Order. Similarly, no Party waives any right to object on any ground to use in evidence of any of the material covered by this Protective Order.

12.3 Filing Protected Material. A Party that seeks to file under seal any Protected Material must comply with Civil Local Rule 79-5. Protected Material may only be filed under seal pursuant to a court order authorizing the sealing of the specific Protected Material at issue. If a Party's request to file Protected Material under seal is denied by the court, then the Receiving Party may file the information in the public record unless otherwise instructed by the court.

13. FINAL DISPOSITION

Within 60 days after the final disposition of this Action, as defined in section 4, each Receiving Party must return all Protected Material to the Producing Party or destroy such material. As used in this subdivision, "all Protected Material" includes



1 all copies, abstracts, compilations, summaries, and any other format reproducing or  
2 capturing any of the Protected Material. Whether the Protected Material is returned  
3 or destroyed, the Receiving Party must submit a written certification to the Producing  
4 Party (and, if not the same person or entity, to the Designating Party) by the 60-day  
5 deadline that (1) identifies (by category, where appropriate) all the Protected Material  
6 that was returned or destroyed and (2) affirms that the Receiving Party has not  
7 retained any copies, abstracts, compilations, summaries or any other format  
8 reproducing or capturing any of the Protected Material. Notwithstanding this  
9 provision, Counsel are entitled to retain an archival copy of all pleadings, motion  
10 papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence,  
11 deposition and trial exhibits, expert reports, attorney work product, and consultant  
12 and expert work product, even if such materials contain Protected Material. Any such  
13 archival copies that contain or constitute Protected Material remain subject to this  
14 Protective Order as set forth in section 4 (DURATION).

15 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.  
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1 Dated: September 18, 2023

By: PERKINS COIE LLP

2 /s/ David B. Abel

3 David B. Abel  
4 Attorneys for Plaintiff  
5 Monsta Athletics, LLC

6 Dated: September 18, 2023

/s/ Rodger K. Carreyn

7 Rodger K. Carreyn  
8 Attorneys for Defendants  
9 Easton Diamond Sports, LLC and  
Rawlings Sporting Goods Company, Inc.

10 **IT IS SO ORDERED.**

11 Dated: September 19, 2023

12   
13 \_\_\_\_\_  
14 Kenly Kiya Kato  
15 UNITED STATES MAGISTRATE JUDGE  
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**L.R. 5-4.3.4(a)(2)(i) Attestation**

Pursuant to L.R. 5-4.3.4, the filer of this document attests that all other signatories listed, on whose behalf the filing is submitted, concur in the filing's content and have authorized the filing.

PERKINS COIE LLP

/s/ Rodger K. Carreyn  
Rodger K. Carreyn  
Attorneys for Defendants  
Easton Diamond Sports, LLC and  
Rawlings Sporting Goods Company, Inc.

**EXHIBIT A****ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

I, \_\_\_\_\_ [print or type full name], of  
 \_\_\_\_\_ [print or type full address], declare under  
 penalty of perjury that I have read in its entirety and understand the Stipulated  
 Protective Order that was issued by the United States District Court for the Central  
 District of California on [date] in the case of *Monsta Athletics, LLC v. Easton*  
*Diamond Sports, LLC, and Rawlings Sporting Goods Company, Inc.*, Case No. 5:23-  
 cv-00963. I agree to comply with and to be bound by all the terms of this Stipulated  
 Protective Order and I understand and acknowledge that failure to so comply could  
 expose me to sanctions and punishment in the nature of contempt. I solemnly promise  
 that I will not disclose in any manner any information or item that is subject to this  
 Stipulated Protective Order to any person or entity except in strict compliance with  
 the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the  
 Central District of California for the purpose of enforcing the terms of this Stipulated  
 Protective Order, even if such enforcement proceedings occur after termination of  
 this action.

Date: \_\_\_\_\_

City and State where sworn and signed: \_\_\_\_\_

Printed name: \_\_\_\_\_

[printed name]

Signature: \_\_\_\_\_

[signature]